

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Jose Manuel Guerrero-Cortez and
Maria Diaz Mojica,

Plaintiff,

v.

Limrah Inc. d/b/a New Naan on Devon & Grill and
Ibrahim Mohammed,
Defendants.

Case No. 1:22-cv-4152

PLAINTIFF DEMANDS
TRIAL BY JURY

COMPLAINT

Plaintiffs, Jose Manuel Guerrero-Cortez (“Plaintiff” for Counts I and II) and Maria Diaz Mojica (“Plaintiff” for Counts III through VI) by and through their attorneys, Daniel I. Schlade and James M. Dore, complain against Limrah Inc. d/b/a New Naan on Devon & Grill (“Defendant” or “NNDG”) and Ibrahim Mohammed (“Defendant” or “Mohammed. NNDG and Mohammed may collectively be referred to as “Defendants”. In support of this Complaint, Plaintiffs state:

Introduction

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

Parties

2. Plaintiff Jose Manuel Guerrero-Cortez is a resident of Chicago, and Plaintiff Maria Diaz Mojica is a resident of Chicago; and both Plaintiffs were employed by NNDG and Mohammed.

3. NNDG is a business that is located, headquartered, and conducts business in Chicago, Illinois.

4. Mohammed is the owner and President of NNDG, and they are in charge of its employees. On information and belief, Mohammed is a resident of Glendale Heights, Illinois.

5. Defendants are “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce. Additionally, they have more than three employees.

Jurisdiction And Venue

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. § 1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the NORTHERN District of Illinois because all underlying facts and transactions occurred in or about Chicago, Illinois.

Facts Common To All Claims

8. NNDG is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity that is engaged in the business of food service.

9. Mohammed is an “employer[s]” as that term is defined in Section 203 of the FLSA, because: (1) they were Plaintiff’s head “boss” at NNDG; (2) they had the power to hire and fire the employees, including Plaintiffs; (3) they supervised and controlled Plaintiff’s work schedules

and conditions of employment; (4) they determined the rate and method of payment for employees; and (5) they maintained employment records.

COUNT I: VIOLATION OF THE FLSA
(Jose Manuel Guerrero-Cortez v. Defendants)

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at NNDG in or before 2008 until on or about July 3, 2022.

12. At all times, Plaintiff held the same position at NNDG, they were a cook/assistant cook. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform cooking, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 70 hours per week.

14. Plaintiff was paid their wages on a(n) weekly basis.

15. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

16. Plaintiff’s rate of pay was \$970 per week, which translates to \$13.86 per hour.

17. Throughout the course of Plaintiff’s employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs’ time worked; and Defendants’ failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$17,648.10 in unpaid overtime wages; (ii) liquidated damages of \$17,648.10; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit A.

WHEREFORE, Plaintiff Jose Manuel Guerrero-Cortez respectfully requests that the Court enter a judgment in their favor and against Defendants NNDG and Mohammed, jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$17,648.10;
- B. An award liquidated damages in an amount equal to at least \$17,648.10;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT II: VIOLATION OF IMWL
(Jose Manuel Guerrero-Cortez v. Defendants)

21. Plaintiff incorporates by reference Paragraphs 1-20, as if set forth in full herein for Paragraph 21.

22. This count arises from Defendants' violation of the IMWL, by: failing to pay Plaintiff Illinois mandated overtime wages for all hours worked in excess of 40 hours in each individual work week in violation of 820 ILCS 105/4a(1).

23. Defendant's failure to pay Plaintiff the Illinois-mandated overtime wage rate for all hours worked in excess of forty (40) hours in an individual work week is a violation of the IMWL.

24. Pursuant to 820 ILCS 105/12(a), Plaintiff is entitled to recover unpaid overtime wages for three (3) years prior to the filing of this suit, treble the amount of such underpayments, 5% for each month the underpayments remain unpaid, plus attorney's fees and costs.

25. The amount of unpaid overtime wages owed to Plaintiff is \$17,648.10.

WHEREFORE, Plaintiff Jose Manuel Guerrero-Cortez respectfully requests that the Court enter a judgment in their favor and against Defendants NNDG and Mohammed, jointly and severally, for:

A. The amount of wages worked by Plaintiff for which he was not paid overtime wages, totaling at least \$17,648.10;

B. Award Statutory damages for Plaintiff, including treble damages and 5% monthly interest, pursuant to the formula set forth in 820 ILCS § 105/12(a) and/or 815 ILCS § 205/2;

C. Declare that Defendants have violated the IMWL;

D. Award reasonable attorneys' fees and costs as provided by the IMWL; and/or

E. Grant such additional or alternative relief as this honorable court deems just and proper.

COUNT III: VIOLATION OF THE FLSA
(Maria Diaz Mojica v. Defendants)

26. Plaintiff reincorporates by reference Paragraphs 1 through 10, as if set forth in full herein for Paragraph 26.

27. Plaintiff began working at NNDG in or before 2017 until on or about July 3, 2022.

28. At all times, Plaintiff held the same position at NNDG, they were a food preparer. Plaintiff was an "employee" of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform food preparation, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

29. Although schedules are subject to change, Plaintiff's general schedule with Defendants required Plaintiff to work on average 70 hours per week.

30. Plaintiff was paid their wages on a(n) weekly basis.

31. Plaintiff's wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

32. Plaintiff's rate of pay was \$700 per week which translates to \$10 per hour.

33. Throughout the course of Plaintiff's employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

34. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

35. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

36. Plaintiff is entitled to recover unpaid overtime wages and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$31,020.00 in unpaid overtime wages; (ii) liquidated damages of \$31,020.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit B.

WHEREFORE, Plaintiff Maria Diaz Mojica respectfully requests that the Court enter a judgment in their favor and against Defendants NNDG and Mohammed, jointly and severally, for:

- A. The amount of unpaid overtime wages for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$31,020.00;
- B. An award liquidated damages in an amount equal to at least \$31,020.00;

- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT IV: VIOLATION OF IMWL
(Maria Diaz Mojica v. Defendants)

37. Plaintiff incorporates by reference Paragraphs 1-10 and 26-36, as if set forth in full herein for Paragraph 37.

38. This count arises from Defendants' violation of the IMWL, by: failing to pay Plaintiff Illinois mandated overtime wages for all hours worked in excess of 40 hours in each individual work week in violation of 820 ILCS 105/4a(1) and by failing to pay Plaintiff Illinois mandated minimum wage for all earned wages in violation of 820 ILCS 105/2.

39. Defendant's failure to pay Plaintiff the Illinois mandated overtime wage rate for all hours worked in excess of forty (40) hours in an individual work week is a violation of the IMWL.

40. Defendant's failure to pay Plaintiff the Illinois mandated minimum wage for all earned wages is a violation of the IMWL.

41. At all times relevant, Plaintiff's salary translated to less than the Illinois mandated minimum wage once the hours worked are accounted for (\$10 per hour).

42. Pursuant to 820 ILCS 105/12(a), Plaintiff is entitled to recover unpaid overtime wages and unpaid minimum wages for three (3) years prior to the filing of this suit, treble the amount of such underpayments, 5% for each month the underpayments remain unpaid, plus attorney's fees and costs.

43. The amount of unpaid overtime wages owed to Plaintiff is \$31,020.00.

44. The amount of unpaid minimum wages owed to Plaintiff is \$37,660.00.

WHEREFORE, Plaintiff Maria Diaz Mojica respectfully requests that the Court enter a judgment in their favor and against Defendants NNDG and Mohammed, jointly and severally, for:

- A. The amount of earned wages which Plaintiff was not paid overtime wages, totaling at

least \$31,020.00;

B. The amount of earned wages which Plaintiff was not paid minimum wages, totaling at least \$37,660.00;

C. Award Statutory damages for Plaintiff, including treble damages and 5% monthly interest, pursuant to the formula set forth in 820 ILCS § 105/12(a) and/or 815 ILCS § 205/2;

D. Declare that Defendants have violated the IMWL;

E. Award reasonable attorneys' fees and costs as provided by the IMWL; and/or

F. Grant such additional or alternative relief as this honorable court deems just and proper.

COUNT V: VIOLATION OF THE CHICAGO MINIMUM WAGE ORDINANCE

(Maria Diaz Mojica v. Defendants)

45. Plaintiff incorporates by reference Paragraphs 1-10, 26-36, and 38-44, as if set forth in full herein for Paragraph 45.

46. Defendant NNDG are an employer as defined by section 6-105-010 of the CMWO as they are an Illinois Corporation that gainfully employs at least one Employee.

47. Defendant Mohammed is an employer as defined by 6-105-010 of the CMWO as they are a person who gainfully employs at least one Employee.

48. Plaintiff is an employee as defined by 6-105-010 of the CMWO as she is an individual that performed work for an employer in the capacity of an employee, as distinguished from a contractor.

49. Plaintiff is also a covered employee as defined by 6-105-010 of the CMWO as she is an employee who, in any particular two-week period, performed at least two hours of work for an employer while physically present within the geographic boundaries of the city.

50. Defendants violated the CMWO by failing to pay Plaintiff minimum wages for each hour of work performed for Defendants while physically present within Chicago.

51. Pursuant to the CMWO, Plaintiff is entitled to recover via 820 ILCS 115/14, which in turn entitles Plaintiff to recover unpaid minimum wages for three (3) years prior to the filing of this

suit, 5% for each month the underpayments remain unpaid, plus attorney's fees and costs.

WHEREFORE, Plaintiff Maria Diaz Mojica respectfully requests that the Court enter a judgment in their favor and against Defendants NNDG and Mohammed, jointly and severally, for:

- A. The amount of earned wages which Plaintiff was not paid minimum wages, totaling at least \$37,660.00;
- B. Award Statutory damages for Plaintiff, including 5% monthly interest, pursuant to the formula set forth in 820 ILCS § 105/14;
- C. Declare that Defendants have violated the CMWO;
- D. Award reasonable attorneys' fees and costs as provided by the CMWO;
- E. and/or grant such additional or alternative relief as this honorable court deems just and proper.

COUNT VI: VIOLATION OF THE COOK COUNTY MINIMUM WAGE ORDINANCE
(Maria Diaz Mojica v. Defendants)

52. Plaintiff reincorporates by reference Paragraphs 1-10, 26-36, 38-44, and 46-51 as if set forth in full herein for Paragraph 52.

53. Defendant NNDG is an "employer" as that term is defined in Section 42-12 of the CCMWO, because it is an Illinois Corporation that gainfully employs at least one Covered Employee, including Plaintiff, and it maintained a business facility within the geographic boundaries of Cook County and/or was subject to one or more of the license requirements in Title 4 of the CCMWO.

54. Defendant Mohammed is an "employer" as that term in Section 42-12 of the CCMWO, because he is an agent of of NNDG and is a person that gainfully employed at least one Covered Employee, including Plaintiff.

55. Plaintiff is a "Covered Employee" as that term is used in in Section 42-12 of the CCMWO because she was employed by Defendants as a "prep" worker, who in any particular two-week period performed at least two hours of work for Defendants while physically present within Cook

County, and she does not fall into any of the exceptions or exemptions for workers under the CCMWO.

56. Defendants violated the CCMWO by failing to pay Plaintiff minimum wages for each hour of work performed for Defendants while physically present within Cook County.

57. In addition, pursuant to Section 42-23 of the CCMWO, Plaintiff is entitled to recover three (3) times the amount of any underpayment, plus reasonable attorney's fees and costs.

WHEREFORE, Plaintiff Maria Diaz Mojica respectfully request that the Court enter a judgment in favor of Plaintiff, and against Defendants NNDG and Mohammed, jointly and severally, for:

- A. The amount of unpaid minimum wages/underpayments, totaling at least \$37,660.00;
- B. An award three (3) times the amount of unpaid minimum wages/underpayments, totaling at least \$37,660.00;
- C. A declaration that Defendants violated the CCMWO;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

Jose Manuel Guerrero-Cortez and
Maria Diaz Mojica

s/ James M. Dore
Attorney For Plaintiff

James M. Dore (ARDC No. 6296265)
Daniel I. Schlade (ARDC No. 6273008)
Attorney For Plaintiff
Justicia Laboral, LLC
6232 N. Pulaski, #300
Chicago, IL 60646
773-415-4898
Email: jdore@justicialaboral.com

PLAINTIFF DEMANDS TRIAL BY JURY

EXHIBIT A

<u>Week</u>	<u>Av. Hours/Wk.</u>	<u>Hours Over 40</u>	<u>Hrly. Wage</u>	<u>Unpaid OT</u>	<u>FLSA Liquidated</u>	<u>IMWL Treble</u>
8/4/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
8/11/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
8/18/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
8/25/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
9/1/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
9/8/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
9/15/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
9/22/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
9/29/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
10/6/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
10/13/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
10/20/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
10/27/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
11/3/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
11/10/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
11/17/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
11/24/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
12/1/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
12/8/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
12/15/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
12/22/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
12/29/2019	70	30	\$13.86	\$207.90	\$207.90	\$623.70
1/5/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
1/12/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
1/19/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
1/26/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
2/2/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
2/9/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
2/16/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
2/23/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
3/1/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
3/8/2020	70	30	\$13.86	\$207.90	\$207.90	\$623.70
3/15/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/22/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/29/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/5/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/12/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/19/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/26/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/3/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/10/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/17/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/24/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/31/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
6/7/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
6/14/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
6/21/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
6/28/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
7/5/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
7/12/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
7/19/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
7/26/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8/2/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8/9/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8/16/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8/23/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
8/30/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
9/6/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
9/13/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
9/20/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
9/27/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
10/4/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
10/11/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
10/18/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
10/25/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
11/1/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
11/8/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
11/15/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
11/22/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
11/29/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
12/6/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
12/13/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
12/20/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
12/27/2020	0	0	\$0.00	\$0.00	\$0.00	\$0.00
1/3/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
1/10/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
1/17/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00

1/24/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
1/31/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
2/7/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
2/14/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
2/21/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
2/28/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/7/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/14/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/21/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
3/28/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/4/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/11/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/18/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
4/25/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/2/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/9/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/16/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/23/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
5/30/2021	0	0	\$0.00	\$0.00	\$0.00	\$0.00
6/6/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/13/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/20/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/27/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
7/4/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
7/11/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
7/18/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
7/25/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
8/1/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
8/8/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
8/15/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
8/22/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
8/29/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
9/5/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
9/12/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
9/19/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
9/26/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
10/3/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
10/10/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
10/17/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
10/24/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
10/31/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
11/7/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
11/14/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
11/21/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
11/28/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
12/5/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
12/12/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
12/19/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
12/26/2021	70	30	\$12.86	\$192.90	\$192.90	\$578.70
1/2/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
1/9/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
1/16/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
1/23/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
1/30/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
2/6/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
2/13/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
2/20/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
2/27/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
3/6/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
3/13/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
3/20/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
3/27/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
4/3/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
4/10/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
4/17/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
4/24/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
5/1/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
5/8/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
5/15/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
5/22/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
5/29/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/5/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/12/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/19/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
6/26/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
7/3/2022	70	30	\$12.86	\$192.90	\$192.90	\$578.70
	TOTALS			\$17,648.10	\$17,648.10	\$52,944.30

EXHIBIT B

